

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 5, 2021

CLOUDCOMMERCE, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of
incorporation or organization)

000-13215

(Commission File Number)

30-0050402

IRS Employer
Identification No.)

**321 Sixth Street
San Antonio, TX**

(Address of Principal Executive Offices)

78215

(Zip Code)

(805) 964-3313

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter)

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry Into a Material Definitive Agreement.

On February 19, 2021, CloudCommerce, Inc. (the "Company") entered into a securities purchase agreement (the "Purchase Agreement") for the purchase and sale of an aggregate of 85,000,000 shares of common stock (the "Shares"), (ii) pre-funded warrants to purchase up to 57,857,143 shares of common stock (the "Pre-funded Warrants"), and (iii) warrants to purchase up to 142,857,143 shares of common stock (the "Common Warrants"), in a registered direct offering at a purchase price of \$0.07 per Share and Common Warrant, or \$0.069 per Pre-Funded Warrant and Common Warrant. The Common Warrants were be exercisable for a period of five years commencing upon issuance, at an exercise price of \$0.07 per share, subject to certain adjustments set forth therein.

On March 5, 2021, we and the purchaser entered into an amendment agreement to the Purchase Agreement (the "Amendment Agreement") to reduce the exercise price of the Common Warrants from \$0.07 to \$0.0454 per share of common stock. We also agreed to issue an additional 28,571,421 Common Warrants to the purchaser. No other changes to the Common Warrants or other terms of the Purchase Agreement were made.

The foregoing description of the Purchase Agreement, Common Warrant, Pre-funded Warrant, and Amendment Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text thereof, which are filed as exhibits to this report and the Company's Form 8-K filed on February 22, 2021.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No	Exhibit
10.1	Form of Amendment Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

CLOUDCOMMERCE, INC.

Date: March 8, 2021

By: /s/ Andrew Van Noy

Name: Andrew Van Noy

Title: Chief Executive Officer

AMENDMENT NO. 1 TO SECURITIES PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO SECURITIES PURCHASE AGREEMENT (this "Amendment") is made as of March 5, 2021, by and among CloudCommerce, Inc., a Nevada corporation (the "Company"), and the undersigned investor (the "Purchaser") that is a party to that certain Securities Purchase Agreement dated as of February 19, 2021 (the "Purchase Agreement"), by and among the Company and the investor party hereto. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Purchaser entered into the Purchase Agreement for the purchase of (i) the aggregate number common shares, par value \$0.001 per share, of the Company, set forth below the Purchaser's name on the signature page of the Purchase Agreement, (ii) the aggregate number of warrants of the Company set forth below the Purchaser's name on the signature page of the Purchase Agreement (the "Warrants") and (iii) the aggregate number of pre-funded warrants of the Company set forth below the Purchaser's name on the signature page of the Purchase Agreement;

WHEREAS, pursuant to Section 5.5 of the Purchase Agreement, the Purchase Agreement may be amended with the written consent of the Company and the Purchaser;

WHEREAS, in consideration of the promises and the mutual benefits to the parties arising out of this Amendment, the receipt and sufficiency of which are hereby acknowledged by the parties' execution and delivery hereof, the parties hereto hereby amend the Purchase Agreement as follows.

1. Amendments.

1.1 Number of Warrants. The Number of Warrants to be acquired by the Purchaser set forth on the Purchaser's signature page shall be amended to read in its entirety as follows:

"Warrant Shares: 171,428,572"

1.2 Exercise Price. Section 2.2(a)(v), which identifies one of the deliveries the Company agreed to deliver to the Purchaser, shall be amended to read in its entirety as follows:

"a Warrant registered in the name of such Purchaser to purchase up to a number of shares of Common Stock equal to 120% of the sum of the Purchaser's Shares and, if applicable, the Warrant Shares underlying the Purchaser's Prefunded Warrants, with an exercise price equal to \$0.0454 subject to adjustment therein;"

2. Miscellaneous.

2.1 No Additional Changes. Except as specifically set forth in this Amendment, the terms and provisions of the Purchase Agreement shall remain unmodified.

2.2 Entire Agreement. This Amendment, together with the Purchase Agreement (to the extent not amended hereby) and all exhibits thereto and references therein, constitute the entire agreement among the parties and shall supersede any and all previous contracts, arrangements or understandings between the parties with respect to the subject matter herein.

2.3 Successors and Assigns. Except as otherwise expressly provided herein, this Amendment shall bind and inure to the benefit of the Company and the Purchaser and the respective permitted successors and assigns of the Purchasers and the permitted successors and assigns of the Company. Neither party hereto shall have the right to assign or otherwise transfer this Amendment to any other person without the prior written consent of the other parties hereto.

2.5 Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York (without reference to the conflicts of law provisions thereof).

2.6 Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts each of which, when so executed and delivered, shall be an original but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

2.7 Titles and Subtitles. The titles and subtitles used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment.

2.8 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Securities Purchase Agreement, effective as of the date first above written.

CloudCommerce, Inc.

By: _____

Name: _____

Title: _____

Armistice Capital Master Fund Ltd.

By: _____

Name: _____

Title: _____
